

EXHIBIT VIII-A

SAMPLE --- CONTRACT FOR PROFESSIONAL SERVICES

Community Development Block Grant Program

PART I -- AGREEMENT

WITNESS THAT:

WHEREAS, the CITY has entered into an agreement with the State of Colorado for the implementation of a Community Development Block Grant (CDBG program pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, the CITY desires to engage the **CONSULTANT** to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the following Scope of Services:

2. Scope of Services

The **CONSULTANT** shall, in a satisfactory and proper manner, perform the following services:

- a. With the assistance of the community, help conduct Public Hearings. This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, etc.
- b. Prepare Environmental Review Record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.
- c. Coordinate with the community the Request for Payments to ensure consistency with the drawdown procedures established for the CDBG program.
- d. Ensure that the community has an acceptable financial management system as it pertains to finances of the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- e. Establish project files in the designated City office. These must demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files.
- f. If applicable to the program, assist grant recipients in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.).

- g. Prepare all bid documents and supervise the bidding process consistent with State and Federal regulations.
- h. Secure the Secretary of Labor's wage decision from the State and include it in bid specifications.
- i. Prepare construction contracts which comply with Federal and State regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (if contract over \$100,000), State procurement requirements, Section 3, Section 109, Title VI of the Civil Rights Act, EO 11246, Section 504, etc.
- j. Obtain contractor clearance from the State.
- k. Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.
- l. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- m. Make progress inspections and certify partial payment requests.
- n. Make a final inspection.
- o. Prepare close-out documents to include Project Completion Report and Final Wage Compliance Report.

Services in each of the above work areas shall be performed under and at the direction of the City Manager or his designated representative.

3. Time of performance

The services of the **CONSULTANT** shall commence on July 1, 1989, and be provided on a per-day basis as requested by the City Manager or his designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. In any event, all of the services required and performed hereunder shall be completed no later than June 30, 1989.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the **CONSULTANT** by the **CITY** and its agencies. No charge will be made to the **CONSULTANT** for such information, and the **CITY** and its agencies will cooperate with the **CONSULTANT** in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **TEN THOUSAND DOLLARS** (\$10,000.00) for all services required. All contract work will be performed on a time and materials basis. **CONSULTANT** time for principals and staff will be provided at their respective rate of compensation.

In addition to compensation for staff time, the **CITY** will compensate the **CONSULTANT** for his expenses in performing contract tasks. Expense reimbursement shall not exceed the cost of travel in the lowest practicable class of service by common carrier, and will not exceed **FIFTY DOLLARS** (\$50.00) per diem for sustenance expenses.

The **CONSULTANT** shall submit monthly invoices to the **CITY** for payment. These invoices shall summarize the number of person-days provided in performing assigned tasks, and shall list the travel and per diem expenses incurred in the preceding month.

Invoices shall be submitted by the tenth day of each month for the time and expenses allocated during the previous month. The **CITY** will make payment to the **CONSULTANT** within twenty (20) days after the receipt of each invoice. The consultant agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of contract work. Such records shall be kept in the offices of the **CONSULTANT** and shall be made available to the **CITY** for inspection and copying upon request.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the **CITY**. **CONSULTANT** may retain reproducible copies of drawings and other documents.

7. Professional Liability

CONSULTANT shall be responsible for the use of reasonable skill and care befitting the profession in the preparation of particular drawings, plans, specifications, studies, and reports and in the designation of particular materials for the project covered by this Contract.

8. Indemnification

The **CONSULTANT** shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of **CONSULTANT**, and shall exonerate, indemnify, and hold harmless the **CITY**, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, **CONSULTANT** shall exonerate, indemnify, and hold harmless the **CITY** with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by **CONSULTANT**. This shall not be construed as a limitation of the **CONSULTANT's** liability under this agreement or as otherwise provided by law.

9. Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" consisting of TWO (2) pages, attached hereto and incorporated by reference herein.

10. Addresses for Notices and Communications

Clark Kent
City Manager
Town Hall
Big Rock, CO 98765

Joe Slick, President
ABC, Inc.
500 Main
Denver, CO 80003

11. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12. Authorization

This Agreement is authorized by City Resolution _____, adopted _____, copies of which are attached hereto and made a part hereof.

ATTEST: _____

CITY OF BIG ROCK:

By: _____
John Smith, Mayor

Date: _____

ABC INCORPORATED

By: _____
Joe Slick, President

Date: _____

SAMPLE --- CONTRACT FOR PROFESSIONAL SERVICES

PART II - TERMS AND CONDITIONS

1. **Termination of Contract for Cause.** If, through any cause, the consultant shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models photographs and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

2. **Termination for Convenience of the City.** The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Consultant. If the Contract is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The City may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the City and the Consultant, shall be incorporated in written amendments to this Contract.
4. **Personnel.**
 - a. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** The Consultant shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. **Reports and Information.** The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contracts and such other records as may be deemed necessary by the City to assure proper

accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

8. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
9. **Copyright.** No report, maps or other document produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.
10. **Compliance with Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the State and local government, and the Consultant shall save the City harmless with respect to any damages rising from any tort done in performing any of the work embraced by this Contract.
11. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
12. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
13. **"Section 3" Compliance in the Provision and Employment and Business Opportunities.** The work to be performed under this contract is on a project assisted under a program providing Federal financial assistance from the Department of Housing and Urban Development through the State of Colorado and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project.
14. **Interest of Members of a City.** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect in this Contract; and the Consultant shall take appropriate steps to assure compliance.
16. **Interest of Consultant and Employees.** The Consultant covenants that he presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.